

LYONS & FLOOD, LLP
65 W. 36th Street, 7th Floor
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Attorneys for Defendant
COMPANIA CHILENA DE NAVEGACION
INTEROCEANICA S.A.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MUND & FESTER GMBH & CO. KG a/s/o
BAUZA EXPORT LTDA

Plaintiff,

- against -

M/V CAP ORTEGAL, her engines, boilers, tackle,
Furniture, apparel, etc. *in rem*; DANMAR LINES
LTD., DHL GLOBAL FORWARDING, DANZAS
CORPORATION and COMPANIA CHILENA DE
NAVEGACION INTEROCEANICA, S.A. *in*
personam,

Defendants.
-----X

ECF CASE

08 Civ. 4574 (MGC)

**ANSWER TO
CROSS-CLAIM AND
CROSS-CLAIM
AGAINST
CO-DEFENDANT
DANMAR LINES LTD.**

Defendant COMPANIA CHILENA DE NAVEGACION INTEROCEANICA

S.A. ("CCNI"), by its attorneys, LYONS & FLOOD, LLP, as and for its Answer to
defendant DANMAR LINES LTD.'s ("DANMAR") Cross-Claim, alleges upon
information and belief as follows:

1. CCNI repeats and realleges each and every paragraph of its Answer to
plaintiff's Verified Complaint, as if fully set forth herein.
2. Paragraph 2 of DANMAR's cross-claim calls for neither admission nor
denial.
3. Denies the allegations contained in Paragraph 3 of the cross-claim.

4. Denies the allegations contained in Paragraph 4 of the cross-claim

FIRST AFFIRMATIVE DEFENSE

5. The Cross-Claim fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

6. Defendant CCNI incorporates by reference each and every affirmative defense contained in its Answer to the Verified Complaint as if fully set forth herein.

CROSS-CLAIM AGAINST DEFENDANT DANMAR LINES LTD.

7. CCNI repeats and realleges the responses in Paragraphs 1 through 6 of this answer, as if fully set forth herein.

8. If plaintiff suffered the cargo damage alleged in plaintiff's Verified Complaint, which is denied, such damage was caused by the acts, omissions, fault, negligence, breach of contract, and/or breach of warranty of DANMAR, and not CCNI.

9. If defendant CCNI is adjudged liable to the plaintiff for any of the allegations made in its Verified Complaint, then CCNI shall be entitled to indemnity and/or contribution from defendant DANMAR, including recovery of attorney's fees and costs incurred by CCNI in defending against plaintiff's claims and DANMAR's Cross-Claim.

WHEREFORE, defendant CCNI prays:


- a. that judgment be entered in favor of defendant CCNI and against defendant DANMAR, dismissing DANMAR's Cross-Claim and granting CCNI's Cross-Claim herein together with costs and disbursements of this action as well as attorneys' fees; and

b. that judgment be entered in favor of defendant CCNI herein for such other and further relief as the Court deems just and proper.

Dated: August 22, 2008

LYONS & FLOOD, LLP
Attorneys for Defendant
COMPANIA CHILENA DE
NAVEGACION INTEROCEANICA, S.A.

By:



Edward P. Flood (EPF-5797)
65 West 36th Street, 7th Floor
New York, New York 10018
(212) 594-2400

TO: Martin F. Casey
Casey & Barnett, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017

James W. Carbin
Duane Morris LLP
744 Broad Street, Suite 1200
Newark, New Jersey 07102

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CERTIFICATE OF SERVICE

Erika Tax declares and states that:

I am not a party to these actions, am over 18 years of age and reside in Queens, New York. I am an employee with Lyons & Flood, LLP, attorneys for COMPANIA CHILENA DE NAVEGACION INTEROCEANICA S.A., with offices at 65 West 36th Street, 7th Floor, New York, New York 10018.

On August 22, 2008, I served true copies of the Answer to Cross-Claim and Cross-Claim Against Co-Defendant upon:

Martin F. Casey
Casey & Barnett, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017

James W. Carbin
Duane Morris LLP
744 Broad Street, Suite 1200
Newark, New Jersey 07102

by U.S. Mail, first-class postage pre-paid, addressed to the last known address of the addressees as indicated above.

Executed on: August 22, 2008



Erika Tax

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